

Department of Resources Recycling and Recovery

SCOPE OF WORK ***SB 1383 Local Service Rates Analysis***

1. Introduction/Objectives

The SB 1383 Local Service Rates Analysis contract is designed primarily to conduct research and analysis of the impact of local service rates on the organic waste recycling infrastructure. Section 42653 of Senate Bill (SB) 1383 (Lara, Chapter 395, Statutes of 2016) requires CalRecycle, in consultation with the California Air Resources Board, to analyze the progress that the waste sector, state government, and local governments have made in reducing organic waste disposal by 50% by 2020 and 75% by 2025. CalRecycle will provide all draft work products associated with this contract to the California Air Resources Board for review as part of the consultation process required by SB 1383. Specifically, this contract will address the following element of the analysis required by SB 1383:

- Appropriate rate increases for solid waste and recycling services to support organics recycling infrastructure development

SB 1383 also requires that 20% of edible food be recovered for human consumption by 2025. This contract will:

- help identify the food recovery infrastructure in California
- estimate the amount of edible food disposed, recycled, and recovered for human consumption by food recovery organizations
- identify food waste prevention programs utilized by local jurisdictions, businesses, waste haulers, and other entities

The high level of expertise required from various disciplines necessitates that the Contractor assemble a team of highly experienced and respected consultants to effectively provide the necessary assistance. Members of the Contractor's team must be highly knowledgeable regarding California's local rate structures for solid waste and recycling services and other local policies that encourage and support organic waste diversion and recycling infrastructure expansion. The Contractor's team must also be knowledgeable of food recovery organizations and local programs that encourage food recovery for human consumption and food waste prevention.

2. Work to be Performed

The Contractor shall be responsible for collecting and compiling data and information from jurisdictions related to California's local rate structures for solid waste and organics recycling collection services; local policies that encourage and support organic waste diversion, recycling, collection, and infrastructure expansion; and data and information regarding food waste prevention and edible food recovery programs. This data and information shall be collected and compiled at the local jurisdiction level and aggregated regionally, as appropriate, to protect confidentiality. The following is a general overview of the work that the Contractor shall perform.

A. The Contractor agrees to:

1. Develop a Work Plan
2. Collect and compile data and information regarding local rate structures, other funding sources, and policies that encourage organics recycling infrastructure development.

3. Analyze how local rate structures for solid waste and recycling services, other local funding sources, and local policies are used to support organic waste recycling infrastructure expansion.
4. Collect, compile, and analyze data and information regarding food waste prevention and edible food recovery programs.
5. Provide Reports

3. Tasks Identified

Task 1: Develop a Work Plan

- A. Work with the Contract Manager to prepare a work plan detailing all tasks and deliverables (including reports; surveys; presentations and/or dissemination of information to stakeholders; materials to be posted or revised on the existing web and newsletter or list serve functions, or communicated by other means).
- B. The work plan shall include a timeline for all tasks and deliverables. CalRecycle will not pay Contractor's Administration time for compilation of billing/invoicing or delivery of invoices.
- C. The work plan shall include the data collection methodology, including methods to ensure data quality.
- D. The Contractor shall propose a method for collecting local data and then aggregating data at a regional level considering the regional aggregations from the following reports:
 - *Cost Study on Commercial Recycling*, CalRecycle Publication Number DRRR-2011-0009, June 2010
 - *Third Assessment of California's Compost- and Mulch-Producing Infrastructure — Management Practices and Market Conditions*, CalRecycle Publication Number DRRR-2010-007, August 2010
 - *2014 Disposal-Facility-Based Characterization of Solid Waste in California*, CalRecycle Publication Number DRRR-2015-1546, October 6, 2015
 - *Facility Information Toolbox (FacIT)*,
<http://www.calrecycle.ca.gov/FacIT/images/Regions.gif>
- E. The work plan shall identify any entities with which the Contractor will coordinate to accomplish the identified tasks, such as waste haulers, facilities, trade organizations, local jurisdiction recycling coordinators, etc.
- F. The work plan shall identify the contents of the final contract report.
- G. No other contract work shall be conducted until the work plan is approved by the Contract Manager.
- H. Should changes to the work plan be necessary, the Contractor shall submit any such changes to the Contract Manager for approval before conducting other work.

Task 2: Collect and compile data and information regarding local rate structures, other funding sources, and policies that encourage organics recycling infrastructure development.

- A. The Contractor shall collect and compile data on implemented and proposed local service rates where revenue is used to support organics recycling/diversion collection and infrastructure development, including but not limited to:
- Fees or rates for the collection and processing of trash, recyclables and organic waste
 - Franchise fees
 - Solid waste facility tipping fees
 - Fees imposed on recycling or disposal facilities
- B. The Contractor shall collect and compile data on other funding sources where revenue is used to support organics recycling/diversion collection and infrastructure development, including but not limited to:
- General fund
 - Other local taxes, fees, etc.
 - Public/Private Partnerships
 - Bonds
 - Local financial incentives (e.g., grants, loans, tax incentives, etc.)
- C. The Contractor shall collect, compile, and analyze regional data on implemented and proposed local ordinances, policies, etc., to support organics diversion and recycling infrastructure development.

Task 3: Analyze how local rate structures for solid waste and recycling services, other local funding sources, and local policies are used to support organic waste recycling infrastructure expansion.

- A. The Contractor shall analyze data and information about local service rates, other funding sources, and other local policies that have been implemented and/or proposed where revenue is used to support organics recycling and diversion infrastructure, including but not limited to:
- Determining how increased service rates, tipping fees at landfills, other funding sources, and local incentives and policies for organics recycling might be leveraged to encourage infrastructure development
 - Determining what kinds of rate structures, other service changes, and local policies (e.g., franchise agreements, contracts, landfill bans, etc.) encourage organics recycling
 - Identifying challenges and barriers for setting rates that support organics recycling programs and how they can be overcome
 - Developing case studies, model franchise agreements, and other planning tools and resources local jurisdictions can use to plan for organics recycling infrastructure development

Task 4: Collect, compile, and analyze data and information regarding food waste prevention and edible food recovery programs.

- A. The Contractor shall identify existing and planned food waste prevention programs and the infrastructure for the collection/recovery of edible food for human consumption. The Contractor shall compile and analyze data and report on a regional basis regarding these programs and infrastructure, including but not limited to:
- A list of organizations that recover edible food for human consumption
 - An estimate of the amount of edible food that is disposed, recycled, and recovered for human

- consumption by food recovery organizations
 - Technologies employed for coordinating food recovery and donation
 - A description of the types of food waste prevention/source reduction programs utilized by local governments, businesses, waste haulers, and other entities
- B. The Contractor shall develop case studies illustrating effective food waste prevention and edible food recovery programs.

Task 5: Reporting

- A. The Contractor shall communicate with the Contract Manager on an ongoing basis and provide written reports, on a monthly basis at a minimum, to the Contract Manager covering: activities that are in progress, completed, and upcoming; issues that have arisen; a budget status; a status of meeting the timelines established in the work plan, etc.
- B. If significant issues arise, such as schedule delays, ineffective data collection methodologies, or changes to the workplan, the Contractor shall not wait for a scheduled report and will report them to the Contract Manager immediately.
- C. All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Contracts/PubGuide and shall be reviewed by a technical editor of the Contractor's choosing to ensure that the reports comply with CalRecycle's publication guidelines, after which they shall be submitted to and reviewed by the Contract Manager in consultation with the CalRecycle editor.
- D. The Contractor shall submit to CalRecycle by January 1, 2019, a final report on the contract and the work performed, including an evaluation of its effectiveness (with qualitative and quantitative results). The final report will include, at a minimum, the following:
- An Executive Summary
 - A detailed description of the study design, including methodologies used to collect the data and information
 - Results of surveys and other methods used to collect the data and information
 - Case Studies
 - Conclusions and Recommendations
- E. The Contractor shall submit a draft final report to the Contract Manager by November 1, 2018. The draft will be reviewed by CalRecycle staff who will provide comments or questions that the Contractor shall address or incorporate into the subsequent draft of the report. Any requested changes shall be completed by the Contractor and resubmitted to the Contract Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.
- F. The Contractor will not receive final payment until the final report has been approved by the CalRecycle Contract Manager.

4. Contract/Task Time Frame

The Contract is expected to begin in July 2017 and end prior to April 2019. The time frame below reflects the task/time frame of the contract from date of award:

Task	Deliverables	Start Date	End Date
Task 1: Develop Work Plan	Work Plan	July 2017	August 2017
Task 2: Collect and compile data and information regarding local rate structures, other funding sources, and policies that encourage organics recycling infrastructure development.		September 2017	June 2018
Task 3: Analyze how local rate structures for solid waste and recycling services, other local funding sources, and local policies are used to support organic waste recycling infrastructure expansion.		July 2018	October 2018
Task 4: Collect, compile, and analyze data and information regarding food waste prevention and edible food recovery programs.		September 2017	June 2018
Task 5: Reporting	Monthly Status Reports	October 2017	January 2019
	Draft Final Report	November 2018	November 2018
	Final Report	January 2019	January 2019

5. Provisions of the Contract

The following provisions will be included in the Terms and Conditions or Special Terms and Conditions of the Contract. The Contractor shall, at a minimum, ensure that the following issues are addressed, as applicable to the services provided:

A. COPYRIGHTS AND TRADEMARKS:

The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number (Insert), Total Contract Amount (Insert), pursuant to Government Code Section 7550."

B. DELIVERABLES:

All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Contracts/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.

C. RECYCLED-CONTENT PRODUCT PURCHASING:

In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/rcpm/. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.